

INTERLOCAL COOPERATION AGREEMENT CITY OF AUSTIN AND CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

This Interlocal Cooperation Agreement (ILA) is entered into by and between the City of Austin (the “City”), a Texas home-rule municipality and Capital Metropolitan Transportation Authority (“Capital Metro”), a political subdivision of the state of Texas organized under Chapter 451 of the Texas Transportation Code (hereinafter collectively referred to as the “Parties”). This ILA is allowed under Section 791 of the Texas Government Code.

WHEREAS, Capital Metro has approximately 2,900 bus stops on its Fixed Route Bus Transportation System (FRS);

WHEREAS, Capital Metro recognizes the need to construct improvements to new and existing bus stops to improve mobility and accessibility;

WHEREAS, the City currently is in the process of constructing accessibility improvements to its system of public sidewalks;

WHEREAS, Capital Metro now desires to Contract with the City to manage and construct many of the necessary improvements in order to provide for timely, efficient, and cost effective completion of the Project as described herein; and

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions herein as evidenced by the signatures of their respective duly authorized representatives below.

1. Project Management

Under this ILA, the “Project,” as more specifically described in Exhibit A, attached hereto, includes the modification, upgrade, construction, improvement, and improved accessibility of bus stops and, to the extent applicable, the improvement of associated City sidewalks throughout the City of Austin to improve pedestrian mobility and further ensure ADA compliance. The Project will consist of multiple sub-projects. In accordance with the terms herein, the City shall be responsible for the management, design, and construction of the improvements to the bus stops identified by Capital Metro and agreed to by the City (the “Bus Stop Improvements”). The City will provide for timely, efficient, and cost effective completion of the Project; the City will also be responsible for the maintenance of the public sidewalk portion of the completed Project. The City may construct and fund separate City sidewalk improvements in conjunction with the bus stop improvements (the “City Portion”). Capital Metro will provide funding for the design, engineering, construction, construction management, and inspection of the Bus Stop Improvements (“Capital Metro Portion”). In addition, the Parties agree to the following:

- (a) The City will provide the project management services for the development, implementation and completion of the Project, as set forth herein;
- (b) The Executive Vice President/Chief Operating Officer of Capital Metro or the Director of Capital Projects will act on behalf of Capital Metro with respect to the Project; coordinate with the City; receive and transmit information and instructions; and has the authority to interpret and define Capital Metro's policies and decisions with respect to the Project. Capital Metro will designate a Capital Metro Project Manager and may designate other representatives, as necessary, to act on behalf of Capital Metro with respect to the Project.
- (c) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Project; coordinate with Capital Metro; receive and transmit information and instructions; and will have the authority to interpret and define the City's policies and decisions with respect to the Project. The City may designate a City Project Manager and may designate other representatives to act on behalf of the City with respect to the Project.
- (d) If a dispute or disagreement between the Parties arises regarding: the engineering design; design and construction standards; plans and specifications; inspection and testing; deficiencies and remedial action; change orders; or any other requirement or provision of this ILA, and the disagreement is not resolved by the Parties' respective Project Managers, the matter will be referred as soon as practical to the Capital Metro Director of Capital Projects and the City's Director for resolution. If the Directors are unable to resolve the issue, the matter will be escalated as soon as practical to the Assistant City Manager responsible for public works and the Capital Metro Executive Vice President for resolution.

2. Project Development

- (a) The City shall be responsible for managing the development, implementation and completion of the Project, including, but not limited to: (i) the development of any engineering designs, plans and specifications for the bus stop pads, sidewalks, ADA ramps and associated improvement, as applicable; (ii) surveying; (iii) construction; (iv) inspection, testing, any required permits, environmental assessments, and any necessary clearances associated with the Project, and (vi) acceptance of the public sidewalk portion of the completed work. The City's Project Manager and Capital Metro's Project Manager will agree on the location and scope and on the portion of each sub-project that is allocable to the

Capital Metro Bus Stop Improvements and to the associated City sidewalk improvements for the purpose of funding the respective improvements.

- (b) The plans and specifications for the Project will be in accordance with applicable City of Austin design and construction standards for the design and construction of sidewalks in City right-of-way, unless otherwise agreed by the Parties. The plans and specifications will include the scope of design agreed to by the Parties and the detailed Project description as set forth in attached **Exhibit A**. In addition, the City will ensure that the plans and specifications comply with the applicable Texas Accessibility Standards.
- (c) The City will procure engineering services, in accordance with Texas Government Code, Chapter 2254, with the most highly qualified engineering consultant. The solicitation will be consistent with the City's policy regarding the Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program. Prior to executing a contract for professional services, the City will obtain Capital Metro's approval of the selected design engineer ("Engineering Consultant"), such approval not to be unreasonably withheld. Notwithstanding anything to the contrary, if it is determined by the Parties that an existing rotation list contract for engineering services, previously executed by the City, is more cost effective and efficient, the parties agree that the City may utilize said contract to procure engineering services which meet the requirements of this ILA and the specifications of the Project. In addition, the City may use its in-house engineering staff to provide any of the necessary engineering services under this ILA. The City shall be responsible for ensuring that the design engineer establishes and maintains the minimum insurance coverage as required by the City for equivalent projects. The City must also ensure that, to the extent applicable, Capital Metro is included on the insurance as an additional insured.
- (d) The City shall be responsible for reviewing and approving the engineering design, plans, specifications, construction inspection and testing required by the Project. The City shall also be responsible for reviewing and approving necessary modifications to the engineering design, plans, and specification during the development and construction of the Project. Capital Metro reserves the right, in its sole discretion, to assist the City, as applicable, with the review and approval of the engineering design, plans, specification, construction inspection and testing, as well as any modifications to the design, plans, and specification, as applicable, prior to the City's approval.
- (e) The City will be responsible for ensuring that all required permits and associated fees necessary to perform work under the Project within the City limits are obtain in a timely manner.

- (f) The Parties will participate in joint review meetings to avoid potential problems and resolve any conflicts that arise. The Parties will establish designated review team, comprised of Capital Metro and City staff, to expedite the review process of the Project.
- (g) The City shall be responsible for ensuring that the Engineering Consultant takes the appropriate remedial action necessary to correct any deficiencies with the Project design identified by Capital Metro.

3. Project Bidding & Award of Construction Contract

The City will be responsible for the solicitation of bids for the construction of the Project. The solicitation will be based on the plans and specifications approved by both Parties, as applicable, and in accordance with the City's policy regarding the MBE/WBE Procurement Program. The City shall solicit bids in accordance with its established procurement policy for competitive bidding practices. The Parties shall agree on a method of tracking construction costs for their respective portions of the Project prior to the City authorizing the initial start of construction. To the extent applicable, construction costs will be calculated on the basis of unit prices and actual quantities of the work.

The City will notify Capital Metro of the lowest responsible bid once the solicitation has ended. Capital Metro will have five (5) business days to review the responsible bid and respond to the notice. Upon written approval of Capital Metro, the City will enter into an agreement with the successful bidder for a firm unit-price or lump sum contract to perform the construction of the Project. The City shall be responsible for ensuring that the successful bidder establishes and maintains the minimum insurance coverage as required by the City for equivalent projects. The City must also ensure that, to the extent applicable, Capital Metro is included on the insurance as an additional named insured.

Notwithstanding anything to the contrary, if it is determined by the Parties that an existing indefinite delivery indefinite quantity construction contract, previously executed by the City, is more cost effective and efficient, the parties agree that the City may utilize said contract to procure construction services which meet the requirements of this ILA and the specifications of the Project. In addition, the City may elect to use its Public Works Department construction crews to perform the construction portion of the Project, if feasible and cost competitive.

4. Management Duties of the City

- (i) The City shall provide to Capital Metro:
 - (a) Four sets of the construction plans and specifications and bid documents for review and approval, at intervals to be agreed to by the Parties' Project Managers;

- (b) A written response to Capital Metro's initial plan review comments within fourteen (14) working days of receipt from Capital Metro;
 - (c) Written notice of the schedule for design, the advertisement for bids, award of contract, and construction of the Project;
 - (d) Written notice of the bid tabs for the Project;
 - (e) Copies of all contracts affecting the Project, including information regarding compliance with the City's M/WBE policy;
 - (f) A monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to Capital Metro's portion of the Project, including but not limited to, copies of invoices, statements, vouchers, or any evidence of payments made on behalf of Capital Metro, and accompanying information regarding compliance with the City's M/WBE policy;
 - (g) Copies of the executed change orders pertaining to Capital Metro's Portion of the Project. All such change orders must be approved by both Capital Metro and the City prior to execution;
 - (h) Sufficient and reasonable notice of the construction contractor's application for final payment and documentation that the application is in compliance with the City's MBE/WBE Procurement Policy. Upon satisfactory review, Capital Metro will approve the construction contractor's application for final payment prior to the City paying the final payment;
 - (i) Copies of any change order request related to Capital Metro's Portion of the Project within two (2) business days of the City receiving the change order request from the construction contractor;
 - (j) Copies of the construction contractor's pay requests and approved change order requests related to Capital Metro Portion of the Project within five (5) business days of receiving the approved Pay Applications and Change Order documents from the City; and
 - (k) Copies of as-built drawings of the Project, as applicable, for Capital Metro's records.
- (ii) The City shall also be responsible for the following:
- (a) Coordinating the relocation of all utilities that must be moved to avoid conflict with the Project; and

- (b) Accepting the City Portion of the Project upon satisfactory completion of construction. The City will also be responsible for overseeing the applicable warranty or construction performance period;
- (c) Maintaining the portion of the Project consisting of public sidewalk improvements.

5. Management Duties of Capital Metro

Capital Metro shall provide to the City an itemized and prioritized list of bus stop corridors/locations that are to receive improvements.

(i) Capital Metro will also be responsible for the following:

- (a) Reviewing and approving the plans and specifications pertaining to the Capital Metro Portion of the Project, as applicable. Capital Metro will provide its initial comments to the plans and specifications within fourteen (14) business days of receiving the plans and specifications. Capital Metro will also submit any follow-up review and comments to the City's response to its initial comments within seven (7) business days of receiving the City comments. The parties will work in together in good faith to resolve any outstanding issues;
- (b) Review applications for any required permits, as applicable, that are required by Capital Metro for its portion of the Project;
- (c) Review change order requests submitted for Capital Metro's Portion of the Project. Capital Metro will return the change order request, with comments and recommendations, as applicable, to the City within seven (7) business days of receipt of the change order request;
- (d) Provide notice of any known deficiencies in the construction of the Project, as soon as practicable, to the City's Project Manager. Capital Metro will submit the appropriate written reports, as applicable, regarding the known deficiencies to the City within seven (7) business days of its initial notice;
- (e) Review and approve partial and final payments pertaining to the Capital Metro Portion of the construction Project. Capital Metro will return its review of construction pay request to the City within fifteen (15) business days of receiving the payment request from the City;
- (f) Attending the applicable Project meetings with the City's Project Manager;

- (g) Provide review and comments of the design document pertaining to Capital Metro's Portion of the Project, as applicable, at the agreed-to intervals for the design completion stages. Capital Metro's will return its review of the design document within seven (7) calendar days receiving design documents from the City;
 - (h) Cooperate with the City to obtain any applicable permits and environmental clearances for Capital Metro Portion of the Project;
 - (i) Provide review and approval of the Capital Metro Portion of the construction phase of the Project upon satisfactory completion of construction and any applicable warranty or construction performance period; and
 - (j) Review and approve the solicitation drafted by the City of Austin.
- (ii) Capital Metro, in its sole discretion, reserves the right to perform any additional independent inspections and testing of its portion of the Project. Capital Metro will coordinate its testing and inspection with the City's inspectors, as applicable. To the extent practicable, additional testing will be scheduled in a manner as to not cause any unnecessary delays in the construction of the Project. Capital Metro will designate qualified inspectors to perform the additional inspections, including a combined final inspection of the completed Capital Metro Portion with the City. Capital Metro's inspectors shall notify the City inspectors of any issues discovered during the inspections. The City inspectors will be solely responsible for notifying the construction contractor of any issues discovered during by the Capital Metro inspectors. Capital Metro shall be solely responsible for all cost associated with hiring and managing its inspectors.

6. Bond and Guarantee

All construction contracts affecting the Project shall include a payment and performance bond acceptable to, in favor of, and benefiting the City and Capital Metro. The performance bond must be for the full amount of the construction contract. The City and Capital Metro will be named as co-obligees on the bonds.

All warranties must be executed in favor of, and benefiting the City and Capital Metro. Warranties must be for a minimum one (1) year period, starting the date of acceptance of the Project.

7. Liability

To the extent permitted under the laws and constitution of the state of Texas, the City and Capital Metro agree that each entity is responsible for its own proportionate share of any liability for negligent acts or omissions of its employees or contractors. In addition, the construction contractor shall be required to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the City.

The City and Capital Metro will be included as additional insureds on the general liability and auto insurance policies. A waiver of subrogation will be required in the auto liability, general liability and worker's compensation coverage.

8. Financial Obligations

- (a) Capital Metro will provide funding for the actual cost of construction of Capital Metro's portion of the Project included herein, including, as applicable, all necessary relocation of utilities for the Capital Metro Portion that are not the responsibility of any third party utility owners or the City, to complete the Project. The cost of relocating the utilities for the Capital Metro Portion of the Project will be the sole responsibility of Capital Metro and not the City. The City will bill Capital Metro, and Capital Metro will pay a 25% multiplier for its direct costs of design and construction for the Capital Metro Portion of the Project, including: the City's cost for engineering/consulting services (bid support services, as required, permitting support, and full field engineering); project management (bid services as required, utility coordination and permitting, and field construction management); inspection; and contract management services. As applicable, with prior written approval of Capital Metro, Capital Metro will reimburse the actual cost of surveying, testing and project-specific office engineering/design services (that are not typically required) for the Capital Metro Portion of the Project.
- (b) The City will provide funding for the actual cost of the development of the City Portion of the Project, including, as applicable, the cost of design, construction, project management, inspection, and all necessary relocation of utilities for the City Portion of the Project that are not the responsibility of any third party utility owners or Capital Metro, to complete the Project. The cost of relocating the utilities for the City Portion of the Project will be the sole responsibility of the City and not Capital Metro.
- (c) Capital Metro will provide funding for the Capital Metro Portion of the Project in an amount up to One Million Eight Hundred Thousand Dollars and No/100 (\$1,800,000.00) for the initial year of service under this ILA, beginning Fiscal Year 2011. Capital Metro will provide proof to the City that it has encumbered or has the funds available in its current budget to perform the work. Additional funding, as applicable, may be added to cover the cost of services performed in future years. Additional Funding will be mutually agreed to in writing and signed by both Parties prior to the renewal of this ILA, in accordance with Paragraph 10(e) below. The Parties understand and agree that timely payment of Project invoices is critical to the ongoing success and completion of the Project. Capital Metro will process and pay all approved Project invoices within 15 days of receipt of invoice. This accelerated payment schedule will nonetheless require the City to provide separate funding to cover the cost of its

engineering and construction contracts for the Project, but is intended to allow the City to receive project payments in advance of making payments to contractors and reimburse the City for funds necessary to cover the cost of payment of Capital Metro's portion of the Project. Payment of additional funds, in excess of \$1,800,000.00 requires prior written approval Capital Metro. Capital Metro reserves the right to withhold payment for nonperformance and work performed in a manner not consistent with the terms of this ILA, the design documents, and the Project specifications. Capital Metro may also reject invoices that contain errors, miscalculations and inconsistencies. Rejected invoices will be handled in a manner consistent with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. If payment is not made by Capital Metro for approved invoices, in accordance with this provision, the City will provide written notice to Capital Metro identifying the breach by Capital Metro. If Capital Metro fails to cure said breach within fifteen (15) business days after the date of notice, the City may discontinue the work for any unpaid portion of the Project, provided, however no termination will occur so long as Capital Metro is using reasonable efforts to cure the breach and pay the approved invoice. If this ILA is terminated under this provision, the City will have the right to recover the cost of the unpaid work provided under the approved invoice and any applicable damages, its reasonable attorney's fees, costs of court and statutory interest from Capital Metro to the extent permitted under the laws and constitution of the state of Texas.

- (d) The City shall obtain the written approval of Capital Metro for all change order requests affecting the design and construction of the Capital Metro Portion of the Project prior to the City issuing the approved change order to the contractor, such approval not to be unreasonably withheld or delayed. Capital Metro's Project Manager shall meet with the City's Project Manager to review the contractor's progress reports and all invoices for the Project before approval by the City.
- (e) Approved change order request for the Capital Metro Portion of the Project must accompany the invoice submitted to Capital Metro for payment. Capital Metro shall pay approved invoices for change orders for the Capital Metro Portion of the Project in a manner consistent with section 8 (b) above.
- (f) Capital Metro shall be responsible for the nonpayment of any approved change order and invoices pertaining to the Capital Metro Portion of the Project, including: costs incurred by the City under its construction contract for improvements; delay damages; statutory interest; demobilization costs; Prompt Payment Act claims; re-mobilization costs; and any other reasonable costs caused by the nonpayment.

- (g) The City shall promptly notify Capital Metro of any claims by the construction contractor for damages associated with nonpayment of any change order requests for Capital Metro Portion of the Project under Chapter 271 of the Texas Local Government Code and invoices as described above. The City and Capital Metro will negotiate in good faith with the construction contractor for the resolution of the claim. In the event of litigation, the Parties shall be solely responsible for their individual proportionate share of costs, as described in this section 8, including but not limited to the costs of litigation, attorney's fees, court costs, depositions, experts, awarded damages contained in a judgment, settlement, interest, and the costs of appeal.
- (h) The City Treasurer shall pay all approved invoices for the Project in a timely manner. The invoices for the Project will be paid on the basis of work completed in accordance with the approved plans and specifications. The City will make its records available at reasonable times to Capital Metro's Auditors or Financial Advisors or other Professionals who provide financial guidance to Capital Metro. The City shall be responsible for all cost it incurs under its construction contract for improvements, including but not limited to, delay damages; statutory interest; demobilization costs; Prompt Payment Act claims; re-mobilization costs; and any other reasonable costs caused by the City's failure to pay the contractor in a timely manner once Capital Metro has timely submitted the applicable payment to the City for Capital Metro Portion of the Project. The City shall be solely responsible for all payments and cost associated with any improvements, construction, or work perform under the construction contract on behalf of the City that is not included in the Capital Metro Portion of the Project.

9. **Federal Funds and Bond Funds**

The Parties may use federal funds for the Project in accordance with the terms of this provision. If either Party utilizes Federal funds, grant funds, or bond funds to meet any portion of their financial commitment under this ILA, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this ILA so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the Bus Stop and Pedestrian Improvement Program expenditures contemplated herein for Federal and/or grant Bus Stop and Pedestrian Improvement Program reimbursement and to avoid arbitrage penalties, provided that any such requirement is established prior to soliciting the contracts for engineering or construction services or the party receiving such funds pays the cost of any additional services or change orders necessary to comply with the applicable programs. The Parties may mutually agree in writing to cooperate with each other in the application for and administration of Federal funds, grants, or bonds in order to maximize funding participation in the operation and maintenance of this

Bus Stop and Pedestrian Improvement Program. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to this Bus Stop and Pedestrian Improvement Program. The use of federal funds under this provision is subject to the prior written approval of Capital Metro's Executive Vice President/Chief Operating Officer and the City's Public Works Director.

10. Miscellaneous

- (a) Force Majeure. In the event that the performance by the City or Capital Metro, of any of its obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then the Party unable to Perform because of the Force Majeure is excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard S. Lazarus, P.E., Director
City of Austin Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

CAPITAL METRO: John Hodges
Director –Capital Projects
2910 E. 5th Street
Austin, Texas 78702

WITH A COPY TO: Kerri Butcher
Interim Chief Counsel
2910 E. 5th Street
Austin, Texas 78702

- (c) Number and Gender Defined. As used in this ILA, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This ILA contains the complete and entire ILA between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This ILA may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Capital Metro, has any authority to modify this ILA, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors and the Austin City Council.
- (e) Effective Date. This ILA takes effect upon the date of the last Party to sign. This Agreement will automatically renew from year to year until the completion of the warranty period for the Project and any litigation or other matters surviving the completion of the Project, unless terminated earlier by the Parties.
- (f) Other Instruments. The Parties covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this ILA.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this ILA, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.
- (i) Termination. Upon mutual agreement of the Parties, this ILA may be terminated or cancelled at any time.
- (j) The Parties understand that time is of the essence. If City or the Construction Contractor fails to comply with any requirement of this ILA, Capital Metro may immediately terminate or cancel all or any part of the ILA, may obtain substituted requested items, may withhold acceptance and payments, may revoke any prior acceptance, may request City and Construction Contractor refund amounts paid prior to revocation of acceptance, and may pursue all rights and remedies available under the applicable law.

11. Signatories

This Amendment is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

**Capital Metropolitan
Transportation Authority**

City of Austin

By: _____

Linda S. Watson

President/CEO

Date: _____

Approved as to form:

By: _____

Capital Metro Attorney

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Assistant City Attorney

Exhibit A

I. Project Determination – Capital Metro will develop and provide the sub-project list that will be utilized for Project Implementation. An overriding principle for development of the sub-project list is to identify major FRS Routes and Corridors and to work sequentially as much as practical to complete projects along these corridors. The projected number of bus stops to receive improvements on these corridors is between 300 and 400. The major corridors to be addressed at this time (Fiscal Year 2011) are:

- Airport Blvd.
- Burnet Rd.
- North Lamar Blvd.
- Rundberg Ln.
- Metric Blvd.
- ML King Blvd.
- Stassney Ln.
- William Cannon Dr.
- Manor Rd.
- East 12th St.
- South Congress Ave.
- Rapid Bus (Phase I and II) – locales

It is anticipated that additional routes/corridors will be added in the future as the program progresses. The Project is designed to be strategic in implementation and at the same time to retain flexibility to provide improvements at specific locations as needs dictate.

II. Project Implementation – Guided by the listing of the Routes/Corridors which contain the bus stops anticipated to need improvement, a Capital Metro Project Manager and City Project Manager will conduct site visits to each sub-project location scheduled to receive improvements. The Parties will work together to develop the scope of work (SOW) required for each bus stop. The SOW will include, but not be limited to, field sketches and/or photographs of the Bus Stops. The City Project Manager will subsequently communicate this scope of information to the project construction contractor(s) for scheduling and construction of these improvements. During construction, Capital Metro's Project Manager may serve as a limited project resource, as available, to assist with project related issues. As noted in the ILA, the City is primarily responsible for working with the construction contractor(s), project oversight, implementation, management, and completion. One project goal is that ample projects are scoped in advance so that there is limited "downtime" for contractor(s) between completion of a given site and start of the next site.

III. Details of Work – Typical work components for the bus stop improvements include, but are not limited to:

1. Passenger landing pads;
2. Sidewalks;
3. Curb Ramps;
4. Curb and Gutter Sections; and
5. Sidewalk Retaining Walls.

Improvements must be constructed to meet the City of Austin Standard Specifications and Details and in compliance with applicable ADA and TAS requirements.

In some cases passenger comfort facilities (such as bus stop shelters) may be required. The specification and detail pertaining to the foundation work required to complete the passenger comfort facilities will be provided by Capital Metro. The subsequent installation of shelters, benches, and litter containers will be completed by Capital Metro unless otherwise provided for.

IV. Special Considerations – FRS service will continue to service all bus stops where construction is being conducted. To enable this process, the City Project Manager and the Capital Metro Project Manager will cooperate in planning the sequence of construction in advance of the Contractor mobilizing for any sub-project. The Capital Metro Project Manager will coordinate the temporarily closure or relocation of the bus stop within close proximity to the area of construction, as necessary. Attention to continual excellent customer service and customer safety is of utmost importance and will be major considerations under this Project.